

THE HONORABLE RICHARD A. JONES

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

GUY GILDNER and DEBRA GILDNER,
husband and wife, and the marital
community comprised thereof,

Plaintiffs,

v.

THE BOEING COMPANY, a Delaware
corporation,

Defendant.

No. 19-cv-00362-RAJ

BOEING'S ANSWER TO PLAINTIFFS'
COMPLAINT FOR NEGLIGENCE AND
AFFIRMATIVE DEFENSES

Defendant The Boeing Company ("Boeing") answers Plaintiffs' Complaint for Negligence ("Complaint") as follows, in paragraphs numbered to correspond to the paragraph numbers in said Complaint. Boeing denies every allegation in the Complaint except as expressly admitted or qualified.

I. PARTIES

1.1 Boeing lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1.1 and therefore denies them.

1.2 Boeing admits that it is a Delaware corporation with its principal place of business in Chicago, Illinois. Boeing further admits that it is licensed to and does business in the State of Washington.

1 1.3 Boeing lacks knowledge or information sufficient to form a belief as to the truth
2 of the allegations in Paragraph 1.3 and therefore denies them.

3 1.4 Paragraph 1.4 contains legal conclusions to which no response is required. To the
4 extent a response is required, Boeing states that it has properly and timely removed this action
5 from the Superior Court of King County to this Court.

6 **II. STATEMENT OF FACTS AND CAUSES OF ACTION**

7 2.1 Boeing lacks knowledge or information sufficient to form a belief as to the truth
8 of the allegations in Paragraph 2.1 and therefore denies them.

9 2.2 Boeing lacks knowledge or information sufficient to form a belief as to the truth
10 of the allegations in Paragraph 2.2 and therefore denies them.

11 2.3 Boeing lacks knowledge or information sufficient to form a belief as to the truth
12 of the allegations in Paragraph 2.3 and therefore denies them.

13 2.4 Boeing lacks knowledge or information sufficient to form a belief as to the truth
14 of the allegations in Paragraph 2.4 and therefore denies them.

15 2.5 Boeing denies the allegations in Paragraph 2.5

16 2.6 Boeing denies the allegations in Paragraph 2.6

17 2.7 Boeing denies the allegations in Paragraph 2.7.

18 **AFFIRMATIVE DEFENSES**

19 1. Plaintiffs' Complaint fails to state a claim upon which relief may be granted
20 against Boeing and further fails to state facts sufficient to entitle Plaintiffs to the relief sought, or
21 to any relief whatsoever from Boeing.

22 2. Plaintiffs' damages, if any, were not proximately caused by Boeing or any agent
23 or employee of Boeing.

24 3. Plaintiffs' damages, if any, were proximately caused in whole or in part by the
25 actions of Plaintiff Guy Gildner and resulted from Plaintiff's failure to exercise due care on his
26

1 own behalf. Plaintiffs' recovery against Boeing, if any, should be precluded or reduced
2 accordingly.

3 4. Pursuant to RCW 4.22.070, Boeing places at issue the negligence, fault, and
4 responsibility, if any, of all persons or entities who contributed in any degree to the injuries,
5 damages, and/or losses alleged by Plaintiffs in proportion to each persons' or entities'
6 negligence, fault, or responsibility. Judgment, if any, against Boeing should be diminished to an
7 amount that represents its proportionate share of Plaintiffs' total damages, if any such damages
8 or liability exist, which is denied. The identity of other non-parties who may have contributed to
9 Plaintiffs' alleged damages is unknown to Boeing at this time and Boeing reserves the right to
10 identify such non-parties after they become known.

11 5. Plaintiffs may have failed to mitigate their damages.

12 6. Plaintiffs' alleged damages may have been caused by an intervening or
13 superseding cause for which Boeing is not responsible.

14 7. To the extent that any injury or damage that Plaintiffs may have suffered has been
15 subject to compensation by collateral sources or otherwise, Boeing is entitled to an offset or
16 reduction for such compensation.

17 8. This action is barred in whole or in part by the doctrine of assumption of risk.

18 9. Boeing reserves the right to amend its pleading to assert further and other
19 affirmative defenses as discovery may show to be appropriate.

20 **PRAYER FOR RELIEF**

21 Having answered Plaintiffs' Complaint and having set forth its defenses, Boeing asks that
22 the Complaint be dismissed and that all costs incurred by Boeing, plus reasonable attorneys'
23 fees, be taxed against Plaintiffs and that the Court award further relief as it deems just and
24 proper.
25
26

1 DATED: March 18, 2019

s/ Gretchen M. Paine

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CERTIFICATE OF SERVICE

The undersigned certifies that on the dated indicated below, I caused service of the foregoing document via the CM/ECF system that will automatically send notice of such filing to all counsel of record herein.

DATED this 18th day of March, 2019 at Seattle, Washington.

s/ Cristina Sepe

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